



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2009, by and among _____, a [INSERT TYPE OF BUSINESS ENTITY] _____, ("Recipient") having its principal place of business at _____, and the Department of Energy (DOE).

WHEREAS, the parties wish to enter into an exchange of information, produced or delivered under DOE Contract DE-AC05-02OR22717, to enable Recipient to prepare a proposal for submission under DOE Request for Proposal DE-RP30-09CC40015 ("the RFP"); and

WHEREAS, in the course of such exchange it may be necessary for the DOE to disclose to the Recipient certain confidential or protectable information relating to the DUF6 conversion facilities and/or operations at Portsmouth, OH and/or Paducah, KY (such information, the "DOE Protected Information").

NOW, THEREFORE, the parties hereby agree as follows:

1. "DOE Protected Information" means certain confidential or protectable information or limited rights data relating to DUF6 conversion facilities and/or operations at Portsmouth, OH and/or Paducah, KY administered by the DOE that is disclosed to the Recipient under this agreement.
2. The Recipient shall only use the DOE Protected Information for purposes directly related to preparing a proposal to be submitted under the RFP, and shall not use the DOE Protected Information for any other purposes. DOE Protected Information shall not be incorporated into any proposals to be submitted under the RFP. However, reference may be made to the DOE Protected Information as required to identify the information.
3. The Recipient shall take all reasonably practicable steps to ensure that any DOE Protected Information shall be used only by the Recipient's employees who need access to the DOE Protected Information for the purpose as defined in Section 2 above. Recipient shall use its best efforts to maintain such DOE Protected Information in confidence and shall not disclose such information to any third parties.



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4. The above provisions of non-use and confidentiality shall not apply to any DOE Protected Information which (a) was in the possession of the Recipient or the affiliates prior to receipt from the DOE; (b) was in the public domain at the time of receipt, or became a part of the public domain through no fault of the Recipient; (c) is disclosed to the Recipient or its affiliates by a third party lawfully entitled to make such disclosure; (d) was independently developed by the Recipient or its affiliates; or (e) is required by law or government regulation to be disclosed, provided that the Recipient provides prior written notice of such disclosure to the DOE and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.
5. The Recipient shall, upon award of the contracts resulting from the solicitation, destroy and delete all DOE Protected Information that may have been copied by the Recipient, including both physical and electronic copies. Such destruction or deletion must be of sufficient manner as to render the copy to be unrecoverable by any reasonable means. Destruction certificates shall be mailed to the SEB Contracting Officer for closeout purposes.
6. This Agreement shall be governed and interpreted in accordance with the laws of Kentucky without regard to its body of law controlling conflict of laws.
7. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified, supplemented or restricted except by an agreement in writing signed by the parties hereto.
8. All obligations of confidentiality and non-use herein shall be continuing and will survive even after a proposal under the RFP is submitted.
9. The Government accepts no responsibility for and makes no representation or warranty, express or implied with respect to the truth, accuracy, completeness or reasonableness of the DOE Protected Information nor to the enforceability, validity or scope of any restrictive markings, legends or language contained therein. The inclusion or use of any DOE Protected Information under this agreement shall not be nor create a waiver of the Government's right to contest the enforceability, validity, or scope of any restrictive markings, legends or language contained on the Information.



10. The Recipient agrees to indemnify and hold harmless the Government from any damage, loss, cost or liability (including, without limitation, legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by the Recipient of the DOE Protected Information.

By: _____

By: _____

Name:

Name:

Organization:

Organization:

Title:

Title:



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